

4032

1
2
3 BILL NO. S-78-04-30

4 SPECIAL ORDINANCE NO. S-

5 AN ORDINANCE approving a contract for
6 Street Improvement Resolution No. 5797-1978,
7 between the City of Fort Wayne, Indiana and
8 Spears-Dehner, Inc., Contractor for resur-
facing certain streets at a cost of
\$1,646,196.00.

9 NOW THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY
10 OF FORT WAYNE, INDIANA:

11 SECTION 1. That a certain contract, dated April 12, 1978, be-
12 tween the City of Fort Wayne, Indiana, by and through its Mayor and the
13 Board of Public Works, and Spears-Dehner, Inc., Contractor, for reconstruc-
14 tion of existing curbs, sidewalks, storm sewers and street pavement by re-
15 surfacing the following streets:

16 Jefferson Street from Garden Lane to Harmar Street,
17 Maumee Avenue from Harmar Street to Glasgow Avenue, and
18 Washington Boulevard from Thieme Drive to Harmar Street
19 under Board of Public Works Street Improvement Resolution No. 5797-1978,
20 at a total cost of \$1,646,196.00, all as more particularly set forth in
21 said contract which is on file in the office of the Board of Public Works
22 and is by reference incorporated herein and made a part hereof, be and
23 the same is in all things hereby ratified, confirmed and approved.

24 SECTION 2. That this Ordinance shall be in full force and effect
25 from and after its passage and approval by the Mayor.

26
27 
28 Councilman

29
30
31
32
33 APPROVED AS TO FORM
34 AND LEGALITY,
35 
CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by

Hunter, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 4-25-78

Chuck W. Whitman
CITY CLERK

Read the third time in full and on motion by Nuckols,

seconded by Ingas, and duly adopted, placed on its passage.

PASSED (~~LOSS~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	_____	_____	_____	<u>X</u>	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 5-8-78

Chuck W. Whitman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE

(RESOLUTION) No. 8-68-78 on the 8th day of May, 1978

ATTEST: (SEAL)

Samuel J. Talarico

Chuck W. Whitman
CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th

day of May, 1978, at the hour of 11:30 o'clock A. M., E.S.T.

Chuck W. Whitman
CITY CLERK

Approved and signed by me this 11th day of May, 1978

at the hour of 2:30 o'clock PM M., E.S.T.

Robert Elamstrong
MAYOR

Bill No. S-78-04-30

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract for Street Improvement Resolution No. 5797-1978,
between the City of Fort Wayne, Indiana and Spears-Dehner, Inc., Contractor
for resurfacing certain streets at a cost of \$1,646,196.00

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance do PASS.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

5-8-78 CONCURRED IN

DATE

CHARLES W. WESTERMAN, CITY CLERK

4/25/78

65-288-6 4/12/78 6538

CITY PAID & STATE PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING _____
RATIFICATION _____

CONTRACT

This Agreement, made and entered into this 12 day of April, 1978

by and between _____

-----SPEARS-DEHNER, INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove Resolution No. 5797-1978: To improve Jefferson Street from Garden Street

to Harmar Street, Maumee Avenue from Harmar Street to Glasgow Avenue, Washington

Boulevard from Thieme Drive to Harmar Street. The improvement will consist of

reconstruction of existing curbs, sidewalks, storm sewers, and street pavement
by resurfacing.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXX feet with XXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a
good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-
ment Resolution No. 5797-1978 attached hereto and by reference made a part hereof.

and at the following price per lineal foot

At the following prices:

Maintaining Traffic	Sixty thousand dollars and no cents per lump sum	60,000.00
Construction Signs Type "A"	Three hundred dollars and no cents for each	300.00
Pavement Removal (concrete & asphalt)	Three dollars and ninety-five cents per square yard	3.95
Concrete Removal (walk & driveways)	Three dollars and fifty-five cents per square yard	3.55
Structure Removal (Inlet, C.B., M.H. & plug Pipe)	Three hundred dollars and no cents for each	300.00
Curb Removal	Two dollars and no cents per lineal foot	2.00
Tree Removal (10-18 inches)	One hundred fifty dollars and no cents for each	150.00
Tree Removal (18-36 inches)	Three hundred dollars and no cents for each	300.00
Asphalt Surface Removal	One dollar and fifty cents per square yard	1.50
Curb, Concrete, Type III	Six dollars and nine cents per lineal foot	6.09
Sidewalk, Concrete, 4 inch	One dollar and eighty-seven cents per square foot	1.87
Sidewalk, Concrete, 6 inch	Two dollars and nine cents per	2.09

Sidewalk, Concrete, 6 inch (for ramps)	Two dollars and nine cents per square foot	2.09
Wingwalk, Concrete, 6 inch	Two dollars and thirty-six cents per square foot	2.36
Private Drive Pavement, Concrete, 6 inch	Two dollars and forty-two cents per square foot	2.42
Commercial Drive Pavement, Concrete, 8 inch	Two dollars and sixty-four cents per square foot	2.64
Bituminous Base, H.A.C. #53	Twenty-four dollars and no cents per ton	24.00
Bituminous Binder, H.A.C. #11	Twenty-four dollars and no cents per ton	24.00
Bituminous Surface, H.A.C. State "B"	Twenty-four dollars and no cents per ton	24.00
Tack Coat	Two hundred seventy-five dollars and no cents per ton	275.00
Joint and Crack Filler	Seven hundred fifteen dollars and no cents per ton	715.00
Manhole, Type I	Nine hundred and ten dollars and no cents for each	910.00
Manhole, Type II	Two thousand three hundred and sixty dollars and no cents for each	2,360.00
Inlet, Type I	Five hundred dollars and no cents for each	500.00
Catch Basin, Type I (with bell)	Nine hundred and forty dollars and no cents for each	940.00
Casting furnished & adjusted to grade, Type "A"	Two hundred and twenty dollars and no cents for each	220.00
Casting furnished & adjusted to grade, Type "C"	Two hundred and fifty dollars and no cents for each	250.00
Adjust Casting to Grade	One hundred dollars and no cents for each	100.00
Adjust Water Valve to Grade	Ninety dollars and no cents for each	90.00
Pipe, Concrete, Class IV, 12 inch	Twenty-eight dollars and eighty- two cents per lineal foot	28.82
Borrow, "B", for subgrade	Seven dollars and seventy cents per ton	7.70
Concrete Median Barrier Type "A"	Forty dollars and no cents per lineal foot	40.00
Backfill Material for Seeding (includes grading)	Seven dollars and seventy cents per ton	7.70
Mulch Seeding, Class "U"	No dollars and thirty-five cents per square yard	0.35
Red Pine Tree in Place (6'-8' tall)	Seventy-five dollars and no cents for each	75.00
2" P.V.C. Conduit (in trench)	One dollar and fifty cents per lineal foot	1.50
Trenching (24" deep)	One dollar and fifty cents per lineal foot	1.50
Pavement Trenching (at intersection)	Three dollars and twenty-five cents per lineal foot	3.25
Manhole, Type I, (greater than 10 feet)	Sixty-five dollars and no cents per lineal foot	65.00
TOTAL	One million six hundred and forty- six thousand one hundred and ninety- six dollars and no cents	\$1,646,196.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 9791-78 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before October 30, 1978 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 23

day of March, 1978

ATTEST:

John H. Osinger
Corporate Secretary

SPEARS-DEHNER, INC.

BY: Donald G. Spear

ITS: Per

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Rabert E. Armstrong
Henry P. Kleinberg
Edward W. Larman

ATTEST:

Ursula Miller
Secretary and Clerk

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY.

George I. Bunker
CITY ATTORNEY

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

Improvement Resolution

FOR STREET ~~IMPROVEMENT~~No. 5797-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,
 That it is deemed necessary to improve Jefferson Street from Garden Street to Harmar
Street, Maumee Avenue from Harmar Street to Glasgow Avenue, Washington Boulevard
from Thieme Drive to Harmar Street. The improvement will consist of reconstruction
of existing curbs, sidewalks, storm sewers, and street pavement by resurfacing.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of
 Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder
 will be to the general public of the City of Fort Wayne and that no special benefits
 will accrue to any property owner adjoining said improvement or otherwise assessable
 under said improvement. The cost of said improvement shall be paid jointly from the
 City of Fort Wayne's Arterial Road and Street Account Fund and Indiana State Highway
 Commission Fund.

Adopted, this _____ day of _____

ATTEST:

BOARD OF PUBLIC WORKS:

Mrs. M. Miller

Clerk of the Board

 CALHOUN PRESS

Henry P. Wehnerberg
Edward H. Lamar

GUARANTY BOND

Know All Men by These Presents, That we _____

-----SPEARS-DEHNER, INC.,-----Contractors

as principal, and _____

-----UNITED STATES FIDELITY AND GUARANTY COMPANY----- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE MILLION SIX

HUNDRED AND FORTY-SIX THOUSAND ONE HUNDRED AND NINETY-SIX DOLLARS AND NO CENTS

(\$ 1,646,196.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said _____

-----SPEARS-DEHNER, INC.,-----

did on the _____ day of _____

_____, enter into a contract with the City of Fort Wayne to construct a _____
Pavement

on Resolution No. 5797-1978 ~~XXXXXX~~ To improve Jefferson Street from
Garden St. to Harmar St., Maumee Ave. from Harmar St. to Glasgow Ave., Washington
Blvd. from Thieme Dr. to Harmar St. The improvement will consist of reconstruction
of existing curbs, sidewalks, storm sewers, and street pavement by resurfacing.

----- according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said _____

-----SPEARS-DEHNER, INC.,-----

shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 21st day of March 1978

ATTEST:

Corporate Secretary

SPEARS-DEHNER, INC. (SEAL)

BY: _____ (SEAL)

United States Fidelity & Guaranty

ITS: _____ (SEAL)

Attorney-in-fact

Approved this 12 day of

ATTEST:

Secretary and Clerk

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we _____

-----SPEARS-DEHNER, INC.-----

as principal, and _____

-----UNITED STATES FIDELITY AND GUARANTY COMPANY-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE MILLION

SIX HUNDRED AND FORTY-SIX THOUSAND ONE HUNDRED AND NINETY-SIX DOLLARS AND NO CENTS
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

1,646,196.00
(\$ _____)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill
all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement
as to the workmanship, material and conditions for the period of three(3) years, according to the
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain
in full force and virtue in law and in the event the said City shall extend the time for the completion
of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 23 day of March, 1978

ATTEST:

John H. Obinger
Corporate Secretary

SPEARS-DEHNER, INC. (SEAL)

BY: Donald J. Spears (SEAL)

United States Fidelity & Guaranty

ITS: James L. Shors (SEAL)

Attorney-in-fact

(SEAL)

Approved this 12 day of April, 1978

ATTEST:

Ursula Miller
Secretary and Clerk

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

March 20, 1978

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 88372

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Janet L. Short

of the City of Fort Wayne, State of Indiana
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Janet L. Short

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 20th day of January, A. D. 1978

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Charles W. Boone
Vice-President.

(SEAL)

(Signed) A. Louisa Rush
Assistant Secretary.

STATE OF MARYLAND, } ss:
BALTIMORE CITY.

On this 20th day of January, A. D. 1978, before me personally came Charles W. Boone, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and A. Louisa Rush, Assistant Secretary of said Company, with both whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Charles W. Boone and A. Louisa Rush were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1978.

(SEAL)

(Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 20th day of January, A. D. 1978

(SEAL)

(Signed) Robert H. Bouse
Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

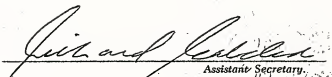
I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Janet L. Short

of **Fort Wayne, Indiana**, authorizing and empowering her to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on **March 21, 1978**
(Date)


Assistant Secretary

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, **ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JANUARY, FEBRUARY AND MARCH, 1978.**

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION

	CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.30	50¢	75¢			3if
BOILERMAKER	S	12.55	80	1.00		3¢	
BRICKLAYER	S	10.34	45	50		1	4if
CARPENTER (BUILDING) (HIGHWAY)	S	10.17		6¢		7	2if
	S	10.23	60	60		5	2if
CEMENT MASON	S	9.35	75	40		1	
ELECTRICIAN	S	11.60	50	1¢+30		6	
ELEVATOR CONSTRUCTOR	S	10.91	74½	56	8¢	6	
GLAZIER	S	10.20		25	40	4	25holidays
IRON WORKER	S	11.20	90	1.05		2	2if
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	7.25-7.55	60	45		9	
	S-US-SS	7.60-8.45	70	50		9	
	S-US-SS	7.60-8.40	70	50		8	
LATHER	S	10.07		60		1	2if
MILLWRIGHT & PILEDRIVER	S	10.50		6¢		7	2if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	7.90-11.00	40	55		8	
	S-SS-US	7.96-10.30	40	40		8	
	S-SS-US	8.00-10.30	40	40		5	
	S-SS-US	8.00-10.30	40	40		5	
PAINTER	S	8.60-9.60	42	45		10	6¢misc.
PLASTERER	S	9.27	60	40			
PLUMBER & STEAMFITTER	S	11.60	55	90		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.10-10.10					
ROOFER	S	9.45		10			
SHEETMETAL WORKER	S	11.48	50	60		10	11if
TEAMSTER (BUILDING) (HIGHWAY)	S-SS US	8.68-9.63	23.00pm	28.00pm			
	S-SS-US	8.23-8.83	23.50pm	28.00pm			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 29 DAY OF Dec 1977

Wayne T. Kessler
 REPRESENTING GOVERNOR, STATE OF INDIANA.
Henry P. W. W. W.
 REPRESENTING THE AWARDED AGENT.
Frank M. Rice
 REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4032

TITLE OF ORDINANCE SPECIAL ORDINANCE - STREET IMPROV. RESOL. #5797-78, JEFFERSON, WASHINGTON BLVD.

& MAUMEE AVENUE

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

2-78-04-30

SYNOPSIS OF ORDINANCE CONTRACT FOR STREET IMPROVEMENT RESOLUTION NO. 5797-78, RECONSTRUCTION

OF EXISTING CURBS, SIDEWALKS, STORM SEWERS AND STREET PAVEMENT BY RESURFACING OF JEFFERSON

STREET FROM GARDEN TO HARMAR; MAUMEE AVENUE FROM HARMAR TO GLASGOW; WASHINGTON BLVD., FROM

THIEME DR. TO HARMAR, SPEARS-DEHNER, INC., CONTRACTOR, IN THE AMOUNT OF \$1,646,196.00

CONTRACT ATTACHED

PRIOR APPROVAL ACQUIRED APRIL 11, 1978

EFFECT OF PASSAGE UPGRADING OF STREETS, SIDEWALKS AND CURBS IN THE AREA ABOVE-DESCRIBED

EFFECT OF NON-PASSAGE INABILITY TO COMPLETE PROJECT AS PLANNED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$1,646,196.00 FROM STATE HIGHWAY COMMISSION
AND L R & S FUNDS

ASSIGNED TO COMMITTEE

EP

Public Works